

Jean Jewell

RECEIVED

From: secretary
Sent: Wednesday, July 13, 2016 2:33 PM
To: Jean Jewell; Diane Holt
Subject: FW: DRAFT Schweitzer Basin Water LLC tariff and rules
Attachments: SBWLLC Tariff 2016.doc

2016 JUL 14 AM 8:46

IDAHO PUBLIC
UTILITIES COMMISSION

SCH-W-15-01

From: Mel Bailey
Sent: Wednesday, July 13, 2016 2:33:24 PM (UTC-07:00) Mountain Time (US & Canada)
To: Chris Hecht; John Nobbs; secretary
Subject: Re: DRAFT Schweitzer Basin Water LLC tariff and rules

Chris, John and PUC Secretary

I am sending the Schweitzer Basin Water LLC Tariff and General Rules and Regulations (the Uniform Main Extension Rule is exactly as you have written) as required by Order 33543. I sent this version to Chris Hecht on July 7, 2016 as a draft. I did not hear back from him.

So now I am sending the same version as my required July 14, 2016 submittal.

Please let me know if you want any changes.

Thank you

Mel Bailey
Marsha Bell
Schweitzer Basin Water LLC Owners

On Thu, Jul 7, 2016 at 2:19 PM, Mel Bailey <mbsnowski@gmail.com> wrote:
Chris

We have attached the Schweitzer Basin Water LLC DRAFT tariff and rules. The main line extension rule is the same as the IPUC's.

Would you please review and let us know if we need to make any changes prior to our formal submittal, which is due by July 14.

Thank you

Mel Bailey
Marsha Bell
Schweitzer Basin Water LLC
Case No. SCH-W-15-01 Certificate No 521
208-610-2318

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Recurring Charges, All Billed Quarterly for the Previous Quarter

Water service fee for single living unit Less than 500 sq ft	\$39/mo, \$117/qtr
Water service fee for single living unit Over 500 sq ft	\$41/mo, \$123/qtr
Single living unit with additional guesthouse Or attached living unit (no kitchen), Which can be rented	\$65/mo, \$195/qtr
Single living unit with second living area Which can be rented	\$82/mo, \$246/qtr

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Non-recurring Charges

All lots that have not paid the Infrastructure
Contribution Fee for each new single living
Unit \$6950

All lots that have not paid the Infrastructure
Contribution Fee for each additional single
Living unit which can be rented (no kitchen) \$3475

All lots that have not paid the Water Tap
Fee (Other than on Telemark and Ullr Roads,
As described below) \$2000

Water Tap Fees for lots on Telemark Road
(Formerly Fall Line Road)
All Schweitzer Village 2nd Addition
Block (Bk) 3 Lot 3, Bk 4 Lot 7, Bk 4 Lot 8,
Bk 4 Lot 9, Bk 4 Lot 10, Bk 4 Lot 11,
Bk 4 Lot 12, Bk 4 Lot 13, Bk 4 Lot 15 \$3500

Water Tap Fee for lots on Ullr Road
All Schweitzer Village 2nd Addition
Bk 8 Lot 7, Bk 8 Lot 9, Bk 8 Lot 11,
Bk 8 Lot 23B, Bk8 Lot 23C \$3500

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Non-Recurring Charges Continued

Late Payment Fee on past due Balance More than 15 days after due date	One percent (1%)
Reconnection Fee, requested by Customer	\$300
Reconnection Fee, due to Disconnection of service for Nonpayment	Actual cost based Upon time to reconnect, Minimum \$300
New Fire Hydrant Installation Fee	\$500
Returned Check Fee for Insufficient Funds	\$30
Use of Water from Interties	\$10/1000 gallons Minimum \$30

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GENERAL RULES & REGULATIONS FOR Schweitzer Basin Water LLC

Please see Section 14.0 for additional requirements regarding service connections, fire hydrants, use of large quantities of water, meters, and cross connections.

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, shall both agree to abide by these rules and regulations.
- 1.2 In the event that there is a conflict between these rules and regulations and the Utility Customer Relations Rules (UCRR) and the Utility Customer Information Rules (UCIR), the Rules and Regulations of the Idaho Public Utilities Commission (Commission) shall take precedence unless an exception has been granted.
- 1.3 All recurring and non-recurring charges shall be approved in advance by the Commission.

2. DEFINITIONS

- 2.1 Applicant – a potential customer (person, business or government agency) applying for service to the Company and subject to the Commission's rules and regulations.
- 2.2 Billing Period - the period of time between bills from the Company for normal services rendered.
- 2.3 Commission - Idaho Public Utilities Commission.
- 2.4 Commodity Charge – a recurring charge based only on the quantity of water used.
- 2.5 Company – the Schweitzer Basin Water LLC (SBW) water company.
- 2.6 Connection, Hook-Up Fee or Infrastructure Contribution Fee – a non-recurring charge paid by a Customer requesting service for

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- partial or full recovery of the Company's cost of providing a new service connection.
- 2.7 Contribution in Aid of Construction – a non-recurring charge paid by a Customer or developer to help defray the cost of system expansion.
- 2.8 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.
- 2.9 Customer Charge – a recurring fixed charge to recover a portion of the cost of meter reading and billing.
- 2.10 Fixed or Flat Rate – a recurring charge of a fixed amount, usually in an unmetered system.
- 2.11 Franchise Tax – the tax imposed on a Company by a governmental entity for the privilege of doing business within its boundaries.
- 2.12 Late Payment Charge – the non-recurring charge levied against any delinquent balance.
- 2.13 Minimum Charge – the minimum recurring charge for a billing period that may or may not include a specified quantity of water.
- 2.14 Non-recurring Charges – the charges that are not assessed each billing period.
- 2.15 Premises – the Customer's property including out buildings which are normally located on one lot or parcel of ground.
- 2.16 Rate Schedule - the schedules of all recurring and non-recurring charges of the Company.
- 2.17 Reconnection Charge – the charge paid by a Customer to the Company to restore service after disconnection.
- 2.18 Recurring Charges – the charges that are assessed each billing period.
- 2.19 Tariff – the rate schedules and the rules and regulations which govern the Company's service.
- 2.20 Utility Customer Information Rules (UCIR) – Information to Customers of Gas, Electric, and Water Public Utilities - IDAPA 31.21.02.000 et seq.
- 2.21 Utility Customer Relations Rules (UCRR) - Customer Relations Rules for Gas, Electric, and Water Public Utilities Regulated by the Idaho
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Public Utilities Commission (The Utility Customer Relations Rules) -
IDAPA 31.21.01.000 et seq.

3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its certificated service area in accordance with rates and the rules and regulations approved by the Commission.
- 3.2 Applicants for water service may be required to sign a standard form of service application.
- 3.3 The Company shall not be obligated to provide service at a service location until any required deposit has been received by the Company in accordance with the UCRR.
- 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require contribution toward such investment and establish such minimum charges as are deemed necessary. All such contracts shall be subject to the approval of the Commission.
- 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service if, in its opinion:
 - a. the Company is required to refuse or limit service by regulatory authorities having jurisdiction over the Company;
 - b. the requested service installation is of larger size than is necessary to properly serve the premises;
 - c. the permanency of the building, structure, or institution requesting to be served is such that the Company's investment in such service is jeopardized;
 - d. the depth of the applicant's service line is less than the minimum depth required for frost protection;
 - e. the applicants' proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
 - f. if the applicant refuses to agree to abide by the rules and regulations of the Company.

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If the Company denies service to an applicant for any reason, it shall immediately provide the applicant with a written explanation of its decision in accordance with the UCRR.

4. DEPOSITS

- 4.1 Rules and Regulations regarding deposits can be found in the UCRR.

5. RATES

- 5.1 Rates charged for water service and supply shall be those published in the Company's tariff and approved by the Commission.

6. BILLING AND PAYMENT

- 6.1 All Customers shall be billed on a regular basis as identified on the applicable rate schedule.
- 6.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access to the premises to read the meter, or in the event the meter fails to register, the Company will estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Bills based on estimated consumption shall be clearly marked as "estimated".
- 6.3 All bills shall clearly indicate the balance due, and may be due and payable no less than 15 days after the date rendered. All bills not paid by due date may be considered delinquent and service may be disconnected subject to the provisions of the UCRR.
- 6.4 A Late Payment Charge may be levied against any delinquent account. All payments received by the next billing date shall be applied to the Customer's account prior to calculating the Late Payment Charge.

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- 6.5 The minimum bill or customer charge shall apply when service is provided for less than one month.
- 6.6 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division will be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit the Company, to its satisfaction, to serve each division or occupant separately from the other occupants in the same building.
- 6.7 Accounts shall be continued and water bills rendered regularly until the Company has been duly notified to discontinue service.

7. METERING (If Applicable)

- 7.1 Meters will be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 7.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility the Company may, at its option and after notifying the customer, relocate its metering equipment at the Customer's expense.
- 7.3 The Company shall be responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within ± 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water shall be estimated on the basis of available data and charges shall be adjusted accordingly. Corrected bills shall then be sent out to the customer and additional payment or refund arrangements shall be made in accordance with the UCRR.
- 7.4 The Company reserves the right to test and/or replace any meter. Upon deposit of a "Meter Testing Fee" by a Customer, the Company

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will test the Customer's meter. If the test indicates that the meter over-registers by more than 2 percent, it shall be replaced with an accurate meter at no cost to the Customer and the "Meter Testing Fee" shall be refunded and water bills shall be adjusted in accordance with the UCRR. Meter Testing Fees shall require prior approval by the Commission.

- 7.5 At the Company's discretion, un-metered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discriminations and if the Company has an approved metered rate.
- 7.6 The Company will have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.
- 7.7 In any building where the meter is to be installed in the basement, the incoming water pipe must enter the basement at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal position in the basement. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

8. CUSTOMER PLUMBING AND APPLIANCES

- 8.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection will be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.
- 8.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment will be such as not to endanger life or property, interfere with service to other Customers or permit those with metered services to divert system water without meter registration.
- 8.3 A stop-and-waste valve will be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay.
- 8.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a

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pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company. All damage to the Company's property resulting from the failure to properly equip plumbing with a relief valve will be billed to the Customer.

- 8.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping.
- 8.6 When the premises served by the Company are also served in any manner from another water supply of any kind, an approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.
- 8.7 Property owners will not be allowed to connect the water service of different properties together.
- 8.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at his or her expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made.

9. INSTALLATION OF SERVICE CONNECTIONS

- 9.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point shall be the property and responsibility of the Customer.
- 9.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and meter or valve box and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.
- 9.3 Where a service connection is desired for premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of

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the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.

- 9.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

10. REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

- 10.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:
- a. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and,
 - b. for commercial or industrial services where the type or volume of use has changed and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.
- 10.2 The relocation, enlargement or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days, a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost will be due and payable within fifteen (15) days after billing for such deficiency.
- 10.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside his or her premises have been enlarged sufficiently to accommodate the additional capacity.

11. DISCONNECTION AND RECONNECTION OF SERVICE

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- 11.1 When a Customer desires to discontinue service he shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for the two (2) days after the date of such notice.
 - 11.2 The Company shall discontinue a Customer's service on an involuntary basis only in accordance with UCRR.
 - 11.3 When it becomes necessary for the Company to involuntarily discontinue water service to a Customer, service shall be reconnected only after all bills for service then due have been paid or satisfactory payment arrangements have been made.
 - 11.4 A reconnection fee may be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee will be paid before service is restored. Reconnection fees shall not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.
 - 11.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.
 - 11.6 Except in the case of an emergency, no one, except an authorized Company representative, shall turn on or turn off the water on the Company's side of the service connection.

12. EXTENSION OF WATER MAINS

- 12.1 The extension of system water mains for the purpose of providing new service shall be handled in accordance with the "Uniform Main Extension Rules for Small Water Companies" which is attached to these Rules and Regulations as an Appendix.

13. MISCELLANEOUS

- 13.1 No customer shall permit any person from another premises to take water from his or her water service or tap for more than (1) week without the written permission and consent of the Company.

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- 13.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation or municipality not authorized by the Company shall take any water from any fire hydrant on the Company's system except in the case of an emergency.
 - 13.3 No one shall tamper or interfere with the Company's equipment or property, nor shall repairs, connections or replacements be made without the Company authorization.
 - 13.4 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed in lieu of a tariff. Any such contract shall be subject to the approval of the Idaho Public Utilities Commission.
 - 13.5 Copies of the Company's rates and summary of rules and regulations shall be available at the Company's office and provided to customers upon commencement of service, and annually thereafter in accordance with the UCRR and the UCIR.

14 Special Provisions or Amendments

14.1 Service Connections Requirements

- a. Each customer shall be supplied through a separate service line.
- b. The Infrastructure Contribution Fee described in the Non-Recurring Charges Tariff allows the Company to recover the cost of previously installed infrastructure such as wells, pumps, reservoirs, upgraded distribution lines, etc. This fee must be paid and an application submitted to the Company prior to construction on a lot. In some cases this fee has been prepaid by lot owners. Contact the Company for the status of fees paid on lots.
- c. The Water Tap Fee described in the Non-Recurring Charges Tariff allows the Company to recover the cost of tapping into the main line and installing a service line and curb stop valve at the property corner. The Water Tap Fee must be paid and an application submitted to the Company prior to construction on the lot. In some cases this fee has been paid by lot owners. Contact the Company for the status of fees paid on lots. The Company installed the main line, tapped into the main line and installed the service line and curb stop valve at the property corner for some lots on Telemark road (formerly Fall Line road), and Ullr road. These specific lots are identified in the Non-Recurring Charges Tariff with a different Water Tap Fee.

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- d. The Applicant shall furnish and install water service lines from the curb stop valve to the residence, including the service line and meter. Notify the Company prior to the start of digging. A State of Idaho plumbing permit is required prior to the start of work. The Company shall inspect the connection from the residence to the existing mains. In instances where the existing main does not front the property to be served, the Applicant shall enter into the appropriate main extension agreement as provided under the Company's Rules and Regulations Governing Main Extensions.
- e. All service lines from the curb stop valve to the customers building or place of consumption shall be approved by the Company as to size, kind of pipe, and installation. The installation shall be kept in good repair by the customer at the customer's expense. All such service lines shall be placed and maintained at least five (5) feet below the surface of the ground and not greater than six (6) feet below the surface of the ground, final grade. Sand bedding is required for the entire pipe length.
- f. No service lines shall be laid in the same trench with the sewer line. There shall be a minimum of ten (10) feet separation between the sewer and water lines, per the Uniform Plumbing Code.
- g. When a meter is located within the Customer's building, a positive shutoff valve easily accessible to the occupants shall be placed in the service line within the building supplied with water. Such valve shall be located so that it will be possible to drain the meter and all pipes in the building.
- h. All components and materials coming in contact with drinking water must meet ANSI/NST 61 requirements.
- i. For single family residences, one (1) inch (AWWA or NSF Approved) Poly pipe, minimum 200 psi, shall be installed as a service line to the residence. This pipe shall be one piece, not spliced. Other sizes are required for multi-family residences.
- j. Connections for each end of line: "Brass one (1) inch, Pexmip Cplg Adp Pep Compression". Available from Consolidated Supply
- k. Poly pipe service line is to run under the foundation or through a sleeved opening in the foundation wall. One (1) inch threaded ball valve to be used as shut off, between supply line and residences internal plumbing.
- l. Call Company to witness pressure check of line. Ensure that

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service valve at property corner is shut off. The line is to be pressurized to 125 psi or 125% of water pressure, whichever is greater, for 15 minutes. Line is to remain without leaks or pressure loss for the 15 minute interval.

- m. Water line shall not be covered until all testing and inspection is completed and approved.
- n. The Customer shall promptly repair all leaks inside the premises and in the Customer's service line. Failure to repair leakage promptly may result in termination of service as allowed under the IPUC's Rules and Regulations Governing Customer Relations.

14.2 Fire Hydrants

- a. The Company does not provide fire hydrants on the SBW water system. All fire hydrants are owned by property owners/associations.
- b. The Company was not designed to furnish fire protection; SBW purpose is to furnish only domestic water service. Therefore, SBW shall not be responsible for loss or damage claimed to have occurred due to lack of adequate water supply, or water pressure, and merely agrees to furnish such quantity of water at such pressure as are available in its general distribution system. If a new installation or additional flows and pressure are required it is the responsibility of the fire hydrant owner and the fire hydrant owner's engineer to determine, with The Company and DEQ's approval, a system design change that would provide such additional flows and/or pressures. These system changes, if agreed upon by The Company, shall be at the expense of the fire hydrant owner. The Schweitzer Fire District shall be notified of the change and shall concur with the change prior to the start of work.
- c. An application for installing a new fire hydrant shall be completed by any property organizations desiring to install a new fire hydrant.
- d. The customer is responsible for payment of the cost of the engineering evaluation for flow, location, hydrant, fittings, installation road repair and any fees. The pressure shall never drop below 20 psi during fire flow. The Company's New Fire Hydrant \$500 fee, which includes review of the application, inspection, pressure testing, bacteria testing and mapping, shall be paid prior to start of work by an approved contractor. The Schweitzer Fire

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District shall approve the fire hydrant location and calculated flow prior to start of work.

- e. The Company is not responsible for fire flows from hydrants installed by customers. All maintenance and repairs to fire hydrants are the responsibility of the fire hydrant owner.
- f. No unauthorized person shall open any fire hydrant, attempt to draw water from it or in any way tamper with a fire hydrant.
- g. Fire hydrants are for fire emergencies only and not for temporary water supply.
- h. If an owner desires to change the size, type, or location of an existing fire hydrant the owner shall have an engineering evaluation completed and pay for all change costs. No change shall be made without The Company approval.

14.3 Use of Large Quantities of Water

- a. When water is desired for filling a swimming pool, hot tub or other such uses which require abnormally large quantities of water, arrangements shall be made with The Company prior to the taking of such water.
- b. Use of water through emergency interties shall be approved by the Company. Fees are described in the Non-Recurring Charge tariff.

14.4 Meters

- a. Though water is billed at a flat rate, all new water services (both single and multi-family residences) shall be rendered only through meters to allow detection of leaks.
- b. Each customer shall have a separate meter.
- c. All meters shall be furnished by the customer and shall be donated to the property of the Company. The Company reserves the right to establish the size and location of meter required by each customer.
- d. Meters shall be maintained by Company for normal wear and tear. The costs of repair or replacement resulting from damages to the meter, meter box or setting, caused or allowed by the customer, shall be charged to the customer. The customer will not permit anyone

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other than the Company to remove, inspect or tamper with the SBW's meter or other company property located on the customer's premises.

- e. The customer shall notify SBW of any damage to the meter or any malfunction in the registration, as soon as the customer is aware of the problem.
- f. All meters shall be set at convenient locations, accessible to SBW and subject to its control.
- g. The final location of the meter shall be approved by SBW.
- h. All meters shall conform to ANSI/NSF 61 requirements.

14.5 Cross Connections Control – Backflow Prevention Equipment

- a. The SBW requires that an appropriate backflow prevention device be installed on any customer service connection whenever an actual or potential hazard is deemed to exist. Any such device shall appear on the State's list of approved backflow prevention devices and shall be approved by SBW prior to installation.
- b. In the event that a backflow prevention device is required, it shall be installed, maintained and tested at the customer's expense. Failure to install, maintain or test the required device shall result in termination of service to the customer in accordance with IPUC's General Rules and Regulations.
- c. The SBW shall require that all backflow prevention devices connected to the SBW be tested upon installation, and annually thereafter or when relocated or repaired. All testing shall be completed by a State of Idaho certified backflow assembly tester (BAT). The test results shall be reported to SBW within 30 days of the test. The submittal form shall be preapproved by SBW.
- d. It is the sole responsibility of the customer to install, operate and maintain at all times their plumbing system in compliance with the current edition of the Uniform Plumbing Code.

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